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SEP 30 1999

TIMOTHY R. WALBRIDGE, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

IN RE: Wesley Shaun Hill SSN 442-86-0037)
and)
Linda Marie Hill, SSN 460-37-4896)
Debtors)
)

Case No: 98-04168-R
Chapter 7

Moody's Jewelry, Inc.,)
Plaintiff,)
vs.)
Wesley Shaun Hill and)
Linda Marie Hill,)
Defendants)

ADV. NO. 99-0011-R

**JOURNAL ENTRY OF JUDGMENT;
ORDER FINDING OBLIGATION EXCEPTION TO DISCHARGE;
ORDER DISMISSING MOTION FOR DENIAL OF GENERAL DISCHARGE**

Comes now the application by plaintiff for judgment and orders, and the Court finds:

1. The time to object to the "MOTION FOR APPROVAL OF STIPULATION; NOTICE UNDER RULE 7041 OF PLAINTIFF'S INTENT TO DISMISS REQUEST TO DENY DISCHARGE; NOTICE OF OPPORTUNITY FOR HEARING (20 DAYS)" filed August 26, 1999 has past without objection by any interested party on the mailing matrix, or debtors, or chapter 7 trustee. The Court finds that the notice requirements under rule 7041 have been satisfied, and that sufficient notice of the proposed settlement has been made. A certificate of mailing filed August 29, 1999, shows proper service by mail made to all on the mailing matrix, debtors/defendants, and chapter 7 trustee.

The Court finds it should approve the stipulations in the document "STIPULATIONS AND AGREEMENT FOR JUDGMENT" filed August 26, 1999 by the parties, and said document is incorporated herein in full by reference, and the text of paragraph 3 of said stipulations is set forth in its entirety, as follows:

The parties agree that the obligation to Plaintiff Moody's is an exception to discharge under section 523(a)(2) title 11 USC. The parties stipulate that the obligation of defendant to Moody's as of December 8, 1998, including accrued

interest at the contract rate of 1 1/2 percent per month is \$2,445.66. The parties agree to a judgment against the defendants in the amount of \$2,445.66 plus reasonable attorney fees of \$400.00 and costs of \$150.00, with future interest accruing at the contract rate of 1 1/2 percent per month from the date of judgment, and any future costs and reasonable attorney fees needed to collect this obligation with plaintiff retaining a security interest in the collateral (item purchased by defendants from Moody's, see attachment *[attachment omitted from order]*) until the judgment is satisfied; HOWEVER, plaintiff agrees to forbear from any execution on the judgment or collection action if debtors return the ring in satisfactory condition (whether satisfactory to be determined by Moody's) and in addition as long as debtors make a monthly payment of one-hundred dollars (\$100.00), to commence on October 15, 1999, for 3 months, then a payment of \$50.00, until the sum of three hundred fifty dollars (\$350.00) is paid, with each monthly payment being due at the office of Moody's Jewelry, 1137 S. Harvard, Tulsa OK 74112 (or such other address as Moody's may direct), on or before the 15th of each month, and if said sum of three hundred fifty dollars (\$350.00) is paid without default or missing any payments, the judgment will be considered to be satisfied in full; HOWEVER, UPON any default or if payment is not timely made, then the plaintiff, without further notice or order of the Court, may execute upon the entire unpaid judgment, together with the secured interest at the contract rate of interest, and any reasonable attorney fees and costs needed to collect said money. If the ring is returned in satisfactory condition, and also upon a timely payment of the above stated \$350.00, the plaintiff will execute and file a dismissal of the adversary proceeding.

The Court finds that the stipulation contains a certification that that the collateral has been returned to Moody's, and found to be in satisfactory condition to Moody's.

The Court finds that the obligation of defendant/debtors to Moody's is an exception to discharge under section 523(a)(2) title 11 USC.

The Court finds that it should enter a Judgment in accordance with the stipulations and agreement for judgment.

WHEREFORE, IT IS ORDERED AND JUDGMENT IS MADE: The obligation by defendants Wesley Shaun Hill and Linda Marie Hill to plaintiff Moody's Jewelry is an exception to discharge under section 523(a)(2) title 11 USC. JUDGMENT ("total judgment" below) is ordered against the defendants Wesley Shaun Hill and Linda Marie Hill in the amount of \$2,445.66 plus reasonable attorney fees of \$400.00 and costs of \$150.00, with future interest accruing at the contract rate of 1 1/2 percent per month from the date of judgment, and any future costs and reasonable attorney fees needed to collect this obligation; HOWEVER, plaintiff is

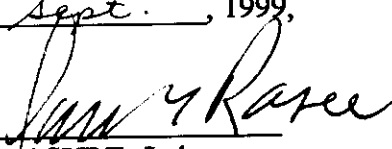
ordered to forbear from any execution on the total judgment as long as debtors make a monthly payment of one-hundred dollars (\$100.00), to commence on October 15, 1999, for 3 months, then a payment of \$50.00, until the sum of three hundred fifty dollars (\$350.00) is paid, with each monthly payment being due at the office of Moody's Jewelry, 1137 S. Harvard, Tulsa OK 74112 (or such other address as Moody's may direct), on or before the 15th of each month, and if said sum of three hundred fifty dollars (\$350.00) is paid without default or missing any payments, the total judgment will be considered to be satisfied in full; HOWEVER, UPON any default of the timely payment of any month's payment (or payment with a check that does not clear for any reason), then the plaintiff, without further notice or order of the Court, may execute upon the entire unpaid total judgment, together with the accrued and accruing interest at the contract rate of interest, and any reasonable attorney fees and costs needed to collect said total judgment (with a credit for the amount of money obtained by Moody's on the sale of the returned collateral less costs of sale). Upon timely payment of the above stated \$350.00, the plaintiff will execute and file a dismissal of the entire adversary proceeding.

Plaintiff Moody's may sell the collateral in its possession, and such is not part of the \$350.00 required to forbear execution on the total judgment. If defendants default on the timely payments of the \$350.00 set forth above, then Moody's shall apply the proceeds it received from the sale of the collateral, less costs of the sale, towards the total judgment, and may, without further notice or hearing, execute on the remaining balance of said total judgment.

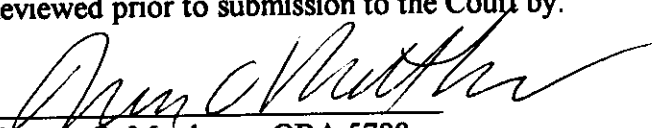
LET EXECUTION OF SAID JUDGMENT COMMENCE WITHOUT FURTHER NOTICE OR HEARING, in accordance with the terms of forbearance above recited.

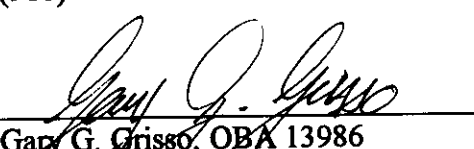
IT IS FURTHER ORDERED, that the SECOND CAUSE OF ACTION contained in the complaint which moves for the denial of the general discharge in the bankruptcy case is DISMISSED, at plaintiff's request.

SO ORDERED THIS 30 DAY OF Sept., 1999,


DANA L. RASURE, Judge
U.S. Bankruptcy Court

Reviewed prior to submission to the Court by:


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